

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

NETWORK-1 SECURITY SOLUTIONS,
INC., a Delaware corporation,

Plaintiff,

vs.

CISCO SYSTEMS, INC., a California
corporation; CISCO-LINKSYS, L.L.C., a
California Limited Liability Company;
ADTRAN, INC., a Delaware corporation;
ENTERASYS NETWORKS, INC., a
Delaware corporation; EXTREME
NETWORKS, INC., a Delaware corporation;
FOUNDRY NETWORKS, INC., a Delaware
corporation; NETGEAR, INC., a Delaware
corporation; 3COM CORPORATION, a
Delaware corporation;

Defendants.

CASE NO. 6:08cv030

JURY DEMANDED

AGREED MOTION TO DISMISS

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure and the terms of a separate agreement, the Plaintiff, Network-1 Security Solutions, Inc. (“Network-1”) and Defendants Cisco Systems, Inc. (“Cisco”) and Cisco Linksys, L.L.C. (“Linksys”) have agreed to settle, adjust, and compromise all claims in the above-captioned action. The parties, therefore, move this Court to dismiss the above-entitled cause and all claims by Network-1 against Cisco and Linksys and all claims by Cisco and Linksys against Network-1 made therein with prejudice to the re-filing of same, provided however, that it is without prejudice to Cisco’s and Linksys’

right, in any future litigation in which infringement of U.S. Patent No. 6,218,930 has been asserted against Cisco or Linksys, and in which Cisco or Linksys is a defendant or has been joined as a party (in either case, other than through Cisco's or Linksys' own actions to voluntarily become such a party), to reassert any counterclaims for patent invalidity and unenforceability asserted in this action.

The parties further move the Court to order that all costs and expenses relating to this litigation (including attorney and expert fees and expenses) shall be borne solely by the party incurring same.

The parties further move that the Court retain jurisdiction over this matter with respect to any disputes regarding the drafting of a long form settlement agreement between the parties.

A proposed Order accompanies this motion.

AGREED:

Dated: August 5, 2010

Respectfully submitted,

By: /s/ Sean Luner
Gregory S. Dovel
Cal. State Bar No. 135387
Sean A. Luner
Cal. State Bar No. 165443
Dovel & Luner, LLP
201 Santa Monica Blvd., Suite 600
Santa Monica, CA 90401
Telephone: 310-656-7066
Facsimile: 310-657-7069
Email: greg@dovellaw.com

By: /s/ Eric Findlay
Eric Findlay (SBN 00789886)
Findlay Craft, LLP
6760 Old Jacksonville Hwy, Suite 101
Tyler, TX 75703
Tel: (903) 534-1100
Fax: (903) 534-1137
efindlay@findlaycraft.com

T. John Ward, Jr.
State Bar No. 00794818
Ward & Smith Law Firm
111 W. Tyler St.
Longview, Texas 75601
Telephone: (903) 757-6400
Facsimile: (903) 757-2323
Email: jw@jwfirm.com

William F. Lee – Lead Attorney
(Massachusetts SBN 291960)
(admitted pro hac vice)
WILMER CUTLER PICKERING
HALE AND DORR LLP
60 State Street
Boston, MA 02109
Tel: (617) 526-6000
Fax: (617) 526-5000
william.lee@wilmerhale.com

ATTORNEYS FOR PLAINTIFF NETWORK-
1 SECURITY SOLUTIONS, INC.

Mark Selwyn (California SBN 244180)
(admitted pro hac vice)
Niki Z. Moore (California SBN 244968)
(admitted pro hac vice)
WILMER CUTLER PICKERING
HALE AND DORR LLP
950 Page Mill Road
Palo Alto, California 94304
Tel: (650) 858-6000
Fax: (650) 858-6100
mark.selwyn@wilmerhale.com
niki.moore@wilmerhale.com

Collin Michael Maloney
Mandy Carroll Nelson
Otis W Carroll, Jr
Ireland Carroll & Kelley
6101 S Broadway, Suite 500
Tyler, TX 75703
Tel: (903) 561-1600
Fax: (903) 581-1071
Email: fedserv@icklawn.com
Email: mnelson@icklawn.com
Email: fedserv@icklawn.com

David Beck (SBN 00000070)
Joe W. Redden Jr. (SBN 16660600)
Michael Richardson (SBN 24002838)
Beck Redden & Secrest LLP
122 McKinney Street, Suite 4500
Houston, TX 77010-2010
Tel: (713) 951-3700
Fax: (713) 951-3720
dbeck@brsfirm.com
jredden@brsfirm.com
mrichardson@brsfirm.com

ATTORNEYS FOR CISCO
SYSTEMS, INC. AND CISCO-LINKSYS,
LLC

CERTIFICATE OF SERVICE

I hereby certify that counsel of record who are deemed to have consented to electronic service are being served this 5th day of August, 2010, with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3). Any other counsel of record will be served by electronic mail, facsimile transmission and/or first class mail on this same date.

/s/ Sean Luner
Sean Luner

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

NETWORK-1 SECURITY SOLUTIONS,
INC., a Delaware corporation,

Plaintiff,

vs.

CISCO SYSTEMS, INC., a California
corporation; CISCO-LINKSYS, L.L.C., a
California Limited Liability Company;
ADTRAN, INC., a Delaware corporation;
ENTERASYS NETWORKS, INC., a
Delaware corporation; EXTREME
NETWORKS, INC., a Delaware corporation;
FOUNDRY NETWORKS, INC., a Delaware
corporation; NETGEAR, INC., a Delaware
corporation; 3COM CORPORATION, a
Delaware corporation;

Defendants.

CASE NO. 6:08cv030

JURY DEMANDED

ORDER OF DISMISSAL

This cause coming before the Court for consideration on the Joint Motion of the parties Network-1 Security Solutions, Inc. (“Network-1”) and Defendants Cisco Systems, Inc. (“Cisco”) and Cisco Linksys, L.L.C. (“Linksys”) to dismiss Network-1’s claims against Cisco and Linksys with prejudice and to dismiss Cisco’s and Linksys’ claims against Network-1 with prejudice provided however, that the dismissal shall be without prejudice to Cisco’s and Linksys’ right, in any future litigation in which infringement of U.S. Patent No. 6,218,930 has been asserted against Cisco or Linksys, and in which Cisco or Linksys is a defendant or has been

joined as a party (in either case, other than through Cisco's or Linksys' own action to voluntarily become such a party), to reassert counterclaims for patent invalidity and unenforceability asserted in this action, the Court being apprised of the grounds therefore and being of the opinion that said motion should be GRANTED,

IT IS THEREFORE ORDERED that all claims against Cisco and Linksys by Network-1 and against Network-1 by Cisco and Linksys herein are dismissed, with prejudice to the re-filing of same, provided however, that the dismissal shall be without prejudice to Cisco's and Linksys' right, in any future litigation in which infringement of U.S. Patent No. 6,218,930 has been asserted against Cisco or Linksys, and in which Cisco or Linksys is a defendant or has been joined as a party (in either case, other than through Cisco's or Linksys' own action to voluntarily become such a party), to reassert any counterclaims for patent invalidity or unenforceability asserted in this action; and

IT IS FURTHER ORDERED that all attorneys' fees, costs of court, and expenses shall be borne by each party incurring the same; and

IT IS FURTHER ORDERED that the Court retain jurisdiction over this matter with respect to any disputes regarding the drafting of a long form settlement agreement between the parties.